

Exhibit “E”

Kenneth McLellan

From: Kenneth McLellan
Sent: Wednesday, February 22, 2023 9:09 PM
To: 'Alex Kaufman'
Cc: eunderriner@hallboothsmith.com; Keith Roussel
Subject: Garmashov v. USPA
Attachments: 2023.02.23, Revised Settlement Agreement, Redlined PDF-XPS.pdf; 2023.02.23 Garmashov Settlement Agreement Clean Execution Copy.pdf

Alex,

Thank you for confirming that the current version of the Settlement Agreement mirrors the parties' agreement as set forth in Judge Koeltl's order. We agree. And thank you for clarifying that the only reason Mr. Garmashov will not sign the Settlement Agreement is his concern that the mutual release contained in the Settlement Agreement will constitute a waiver of his claim against USPA for fees and costs that Mr. Garmashov claims to have incurred as a result of USPA's alleged failure to comply with Koeltl's order, which is the subject of the contempt motion that Mr. Garmashov filed on February 10, 2023 (Doc. No. 65).

In order to avoid further unnecessary delay in executing the Settlement Agreement, USPA stipulates that it will not oppose Mr. Garmashov's contempt motion on the basis that his execution of the Settlement Agreement waived his contempt claim against USPA based on USPA's alleged failure to comply with Koeltl's order. If the Magistrate lifts the stay on Mr. Garmashov's contempt motion, USPA will oppose the motion on other grounds.

Now that we have resolved the only outstanding issue preventing execution of the Settlement Agreement, please have Mr. Garmashov execute the attached version of the Settlement Agreement which is identical to the last version except that the dates have been changed and we modified one sentence in the second paragraph of the settlement agreement to address potential scenarios referable to your pending motion for contempt against the USPA.

-Ken

Very truly yours,

Kenneth A. McLellan
Partner
(Admitted in NY and NJ)
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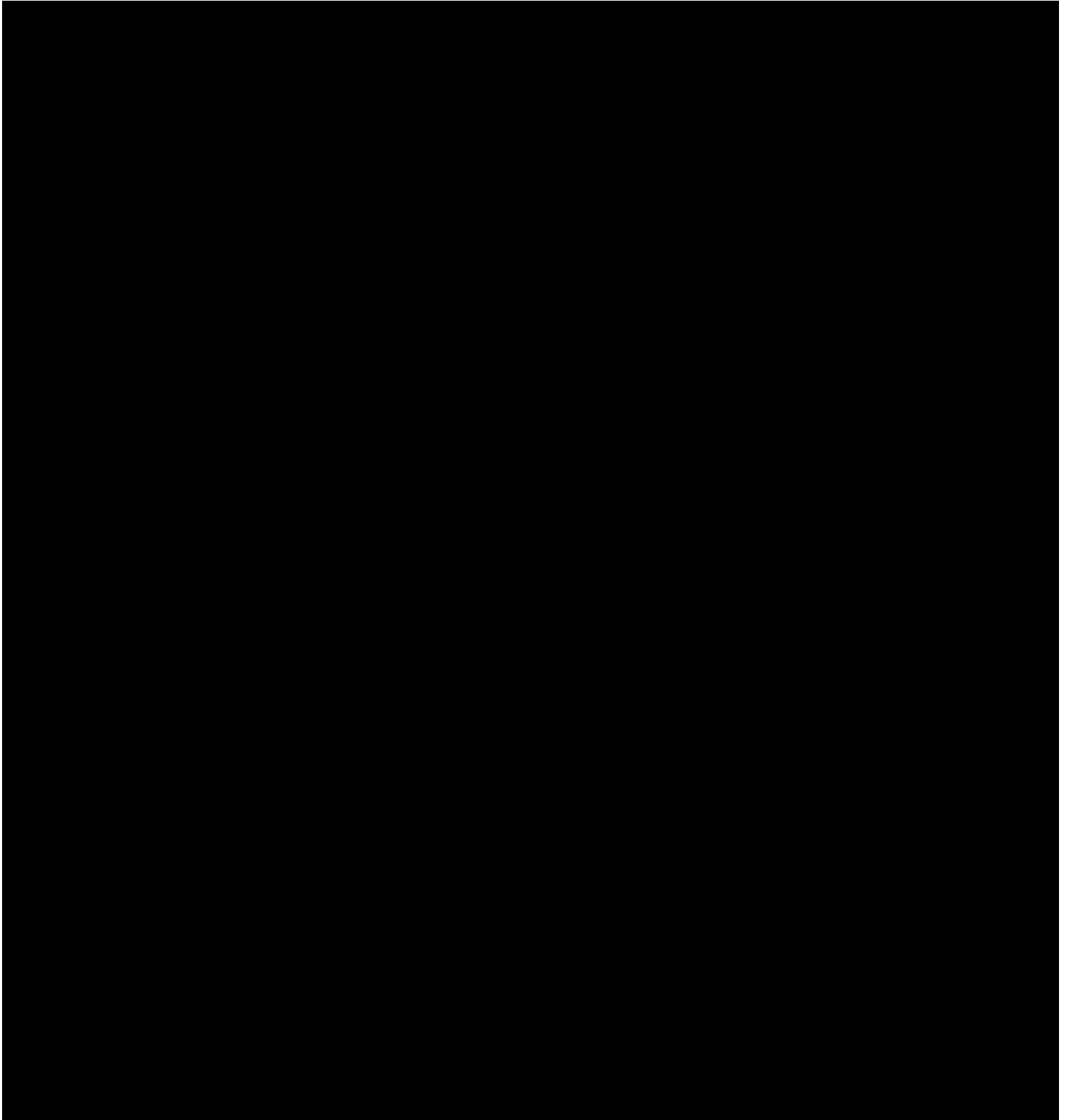
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CONFIDENTIAL SETTLEMENT AND MUTUAL RELEASE AGREEMENT



1. Settlement Payment. [REDACTED]

2. Dismissal of the Legal Action with Prejudice. [REDACTED]

3. Mutual Release.

4. Voluntary Execution and Review; Joint Drafting. [REDACTED]

5. Entire Agreement. [REDACTED]

[REDACTED]

6. No Admission of Wrongdoing. [REDACTED]

[REDACTED]

7. Amendments. [REDACTED]

[REDACTED]

8. Confidentiality and Mutual Non-Disclosure. [REDACTED]

[REDACTED]

[REDACTED]

9. Counterparts. [REDACTED]

[REDACTED]

10. Attorneys' Fees. [REDACTED],

[REDACTED]

11. Governing Law. [REDACTED],

[REDACTED]



IN WITNESS HEREOF, THE PARTIES hereto, by their duly authorized representatives as appropriate, have executed this **CONFIDENTIAL SETTLEMENT AND MUTUAL RELEASE AGREEMENT** as of the Execution Date.

YURI GARMASHOV

Date

**UNITED STATES PARACHUTE
ASSOCIATION, INC.**

By: ALBERT BERCHTOLD
Executive Director

Date

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

YURI GARMASHOV,

Plaintiff,

vs.

UNITED STATES PARACHUTE
ASSOCIATION, INC.,

Defendant.

Case No.: **1:21-cv-04917-JGK-
OTW**

**STIPULATION OF DISMISSAL
WITH PREJUDICE**

IT IS HEREBY STIPULATED AND AGREED pursuant to a confidential settlement and mutual release agreement entered into February 23², 2023, Plaintiff YURI GARMASHOV and Defendant UNITED STATES PARACHUTE ASSOCIATION, INC., through their respective undersigned counsel, file this joint stipulation dismissing, with prejudice and without costs to any party, pursuant to **Fed.R.Civ.P. 41(a)(1)(A)(ii)** all claims and counterclaims that were asserted or could have been asserted in the above captioned action.

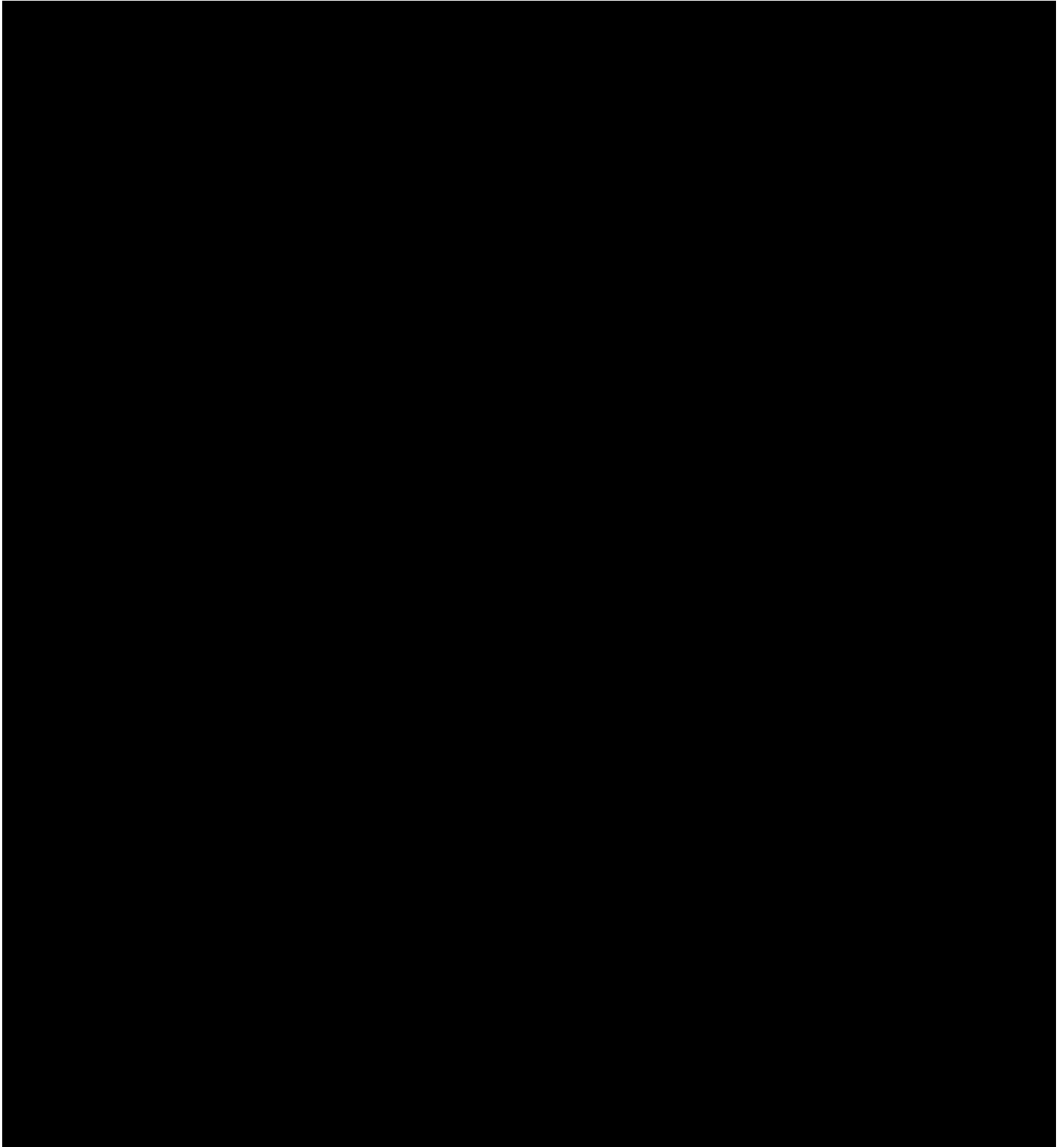
IT IS FURTHER STIPULATED AND AGREED, that this Stipulation may be executed in counterparts and filed without further notice with the Clerk of the Court.

Dated: New York, New York
February 23², 2023

/s/
Eric Martin Underriner, Esq.
HALL BOOTH SMITH, P.C.
366 Madison Avenue, 5th Floor
New York, New York 10017
(212)-805-3630
eunderriner@hallboothsmith.com
Attorneys for Plaintiff
Yuri Garmashov

/s/
Kenneth A. McLellan, Esq.
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(212)-221-6900
McLellan.K@wssllp.com
Attorneys for Defendant
United States Parachute Association, Inc.

CONFIDENTIAL SETTLEMENT AND MUTUAL RELEASE AGREEMENT



[REDACTED]

1. Settlement Payment.

[REDACTED]

[REDACTED]

2. Dismissal of the Legal Action with Prejudice.

[REDACTED]

[REDACTED]

3. **Mutual Release.**

[REDACTED]

[REDACTED]

[REDACTED]

4. **Voluntary Execution and Review; Joint Drafting.**

[REDACTED]

[REDACTED]

5. **Entire Agreement.**

[REDACTED]

[REDACTED]

6. No Admission of Wrongdoing. [REDACTED]

7. Amendments. [REDACTED]

8. Confidentiality and Mutual Non-Disclosure. [REDACTED]

9. Counterparts.

10. Attorneys' Fees.

11. Governing Law.



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Dated: New York, New York
February 23, 2023

/s/
Eric Martin Underriner, Esq.
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